

3316

1
2
3
4 BILL NO. S-76-09-25

5 SPECIAL ORDINANCE NO. S-167-76

6 AN ORDINANCE approving a contract
7 with Summit City Standard, Smith
8 Petroleum, Inc., and Industrial
9 Fuel Oils, Inc., for the purchase
10 of Miscellaneous Fuel Oils for
11 Civil City and City Utilities for
12 the period of September 1, 1976
13 thru August 31, 1977.

14 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
15 FORT WAYNE, INDIANA:

16 SECTION 1. That the contract dated August 16,
17 1976, between the City of Fort Wayne, by and through its Mayor
18 and the Board of Public Works and Summit City Standard, Smith
19 Petroleum, Inc. and Industrial Fuel Oils, Inc. for:

20 Supplying Civil City and City Utility fuel oil
21 requirements for period of September 1, 1976
22 thru August 31, 1977.

Civil City	Vendor	Type	Per Gal.	Cost
P.O. 33744	- Summit City Standard	No. 2 Fuel Oil	\$.376	Tank Truck
33745	- Summit City Standard	No. 1 Fuel Oil	.3888	
33746	- Summit City Standard	No. 2D Diesel	.3825	Tank Truck
		Fuel Oil		
33747	- Summit City Standard	Special Diesel	Mis.38	
33748	- Smith Petroleum, Inc	No. 2 Fuel Oil	.3275	Transport
33749	- Smith Petroleum, Inc	No. 2D Diesel	Fuel.3325	Transport
		Oil		

23
24 City Utilities

P.O. 8170	- Summit City Standard	No. 2 Fuel Oil	.376	Tank Truck
8171	- Summit City Standard	No. 2D Diesel	.3825	Tank Truck
		Fuel Oil		
8172	- Smith Petroleum, Inc.	No. 2 Fuel Oil	.3275	Transport
8174	- Smith Petroleum, Inc.	No. 2D Diesel	.3325	Transport
		Fuel Oil		
8173	- Industrial Fuel Oils,	No. 5 Fuel Oil	.3245	

25 all as more particularly set forth in Purchase Order 33744, 33745,
26 33746, 33747, 33748, 33749, 8170, 8171, 8172, 8174, and 8173, and
27 which is on file in the office of the Department of Purchasing and
28 is by reference incorporated herein, made a part hereof and hereby
29 in all things ratified, confirmed and approved.

30 SECTION 2. This Ordinance shall be in full force and
31 effect from and after its passage and approval by the Mayor.

32 APPROVED AS TO FORM
33 AND LEGALITY.

34
35
Councilman

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted: read the second time by title and referred to the Committee on City of Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date:

9-14-76

Charles W. Westerman

CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. Passed (100%) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOTE
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
BUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER				<u>X</u>	
TALARICO	<u>X</u>				

DATE:

9-28-76

Charles W. Westerman

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-167-76 on the 28th day of Sept, 1976.

ATTEST:

(SEAL)

Charles W. Westerman

CITY CLERK

James Stier

PRESIDING OFFICER

Approved by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Sept, 1976, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 1st day of October, 1976.

at the hour of 8:00 o'clock

Rahat Elmehong

Bill No. S-76-09-25

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Summit City Standard, Smith Petroleum Inc., and
Industrial Fuel Oils, Inc., for the purchase of Miscellaneous Fuels for Civil
City and City Utilities for the period of September 1, 1976 thru August 31, 1977

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance JS PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

CONCURRED IN

DATE 9-28-76

CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To H.P. Wehrenberg, Board of Public Works Date August 27, 1976

From Purchasing Department

Subject Bid #728 - Fuel Oils

COPIES TO:

Following are the successful bidders for the commodities listed. Please process the Civil City purchase orders for Council approval.

<u>Summit City Standard</u>	<u>Escalator Price Per Gallon</u>	<u>Blanket P.O. No.</u>
No. 2 Fuel Oil	.376 Tank Truck	3-33744
No. 1 Fuel Oil	.3888	3-33745
No. 2D Diesel Fuel Oil	.3825 Tank Truck	3-33746
Special Diesel Mix	.38	3-33747

<u>Smith Petroleum, Inc.</u>		
No. 2 Fuel Oil	.3275 Transport	3-33748
No. 2D Diesel Fuel Oil	.3325 Transport	3-33749

No Bids were received for kerosene.

Quantity and price breakdown is as follows:

<u>Description</u>	<u>Approx. Gallons</u>	<u>Estimated Total</u>	<u>Total</u>
#2 Fuel Oil	19,950 Tank Truck 6,650 Transport	\$7,501.20 2,177.87	
#2D Diesel	14,625 Tank Truck 4,875 Transport	5,594.06 1,620.94	
#1 Fuel Oil	1,700 Gallons	660.96	
Special Diesel Mix	18,228 Gallons	6,926.64	
			\$24,481.67

Attached are the following bid documents:

1. Tab Sheet reflecting competitive price offerings.
2. Copies of successful bids.
3. Copies of purchase orders.
4. Bid mailing list.

As always, please do not release any of the purchase order numbers until Council approval has been received.

APPROVED ☐
Board of Public Works

Henry B. Wehrenberg
Ernestine Morrison
Max G. Ross

Ernestine Morrison
Ernestine Morrison

Approved: *A.C. Lord*

A.C. Lord

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

B3-33749

8/30/76

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Dept., Park Dept.

3098

Smith Petroleum, Inc.
3414 N. Clinton Street
Fort Wayne, IN

DELIVER TO:-
DEPARTMENT
OR DIVISION

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

DATE August 16, 1976
REF. NO.
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER }

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
<p>BLANKET PURCHASE ORDER FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</p> <p><u>Item #5:</u></p> <p>No. 2D Diesel Fuel Oil</p> <p>.3325/Gal. Transport</p> <p>Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.</p> <p>Bid Ref. No. 728</p> <p>The using departments will order against this blanket order, as needed, on their departmental purchase order.</p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p><i>E. J. [Signature]</i> <i>[Signature]</i> <i>[Signature]</i></p> <p>APPROVED BOARD OF PUBLIC WORKS</p> <p>BNM</p>				

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID "FOLLOW UP"
CORRESPONDENCE.

NOTE

READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
Grees TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
34509

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

EMILY KAMMER — City Controller

WG SCHNITZER

NEW J. [Signature] — Director of Purchases

AG LORD

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

B3-33748

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

DATE August 16, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. _____ DP _____

DATE }
WANTED }APPROPRIATION
AND FUND
NUMBER

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (REDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.</p> <p>NOTE</p> <p style="text-align: center;">↓ READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC. NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>				
<p style="text-align: center;"><u>BLANKET PURCHASE ORDER</u></p> <p style="text-align: center;"><u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u></p> <p><u>Item #1:</u></p> <p>No. 2 Fuel Oil</p> <p style="text-align: right;">.3275/ Transport</p> <p>Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.</p> <p>Bid Ref. No. 728</p> <p>The using departments will order against this blanket order, as needed, on their departmental purchase orders.</p> <p style="text-align: center;">SUBJECT TO COUNCILMANIC APPROVAL</p> <p style="text-align: center;">XXXXXXXXXXXXXXXXXXXX</p>				

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

~~PAUL JACKSON~~ - City Controller WG SCHNIZER

~~XXXXXXXXXX~~ — Director of Purchases AC TORD

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Dept., Park Dept.

2861

Summit City Standard
1001 Leesburg Road
Fort Wayne, IN 46808

DELIVER TO:-
DEPARTMENT
OR DIVISION

ADDRESS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
CASH DISCOUNT TERMS _____ ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

B 3-33746

DATE August 16, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER }

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.</p> <p>NOTE</p> <p>↓ READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC. NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMPT. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION, KINDLY RETURN IT WITH AN EXPLANATION.</p>				
		<p><u>BLANKET PURCHASE ORDER</u></p> <p><u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u></p> <p><u>Item #5:</u> 2D Diesel Fuel Oil</p> <p>Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further price increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.</p> <p>Bid Ref. 728</p> <p>The using departments will order against this blanket order, as needed, on their departmental purchase orders.</p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p>XXXXXXXXXXXX</p> <p>EMM</p>	.3825/gal. Tank Truck	

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUESTION ON FILE IN THIS OFFICE.

XXXXXX
City Controller

WG SCHNIZER

XXXXXX
Director of Purchases

AC LORD

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 470

FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

B3-33745

DATE August 16, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER }

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Dept., Park Dept.

2861

Summit City Standard
1001 Leesburg Road
Fort Wayne, IN 46808

DELIVER TO:-

DEPARTMENT
OR DIVISION

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
BLANKET PURCHASE ORDER				
FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977				
		Item #3: No. 1 Fuel Oil	.3888/Gal	
<p>NOTE ↓ READ INSTRUCTIONS ON THE BACK OF THIS ORDER THE CONTRACTOR OR VENDOR, BY ACCEPT- ING THIS ORDER, A- Grees to the GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>				
<p>APPROVED Board of Public Works</p> <p>EMM</p> <p>XXXXXXXXXXXXXXXXXXXX</p>				

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREOF HAS BEEN ONLY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

XXXXXXXXXXXX City Controller

WG SCHNIZER

XXXXXXXXXXXX Director of Purchases

AC LORD

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 470

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Fire Dept., Street Dept., Park Dept., Humane
Shelter

2861

Summit City Standard
1001 Leesburg Road
Fort Wayne, IN 46808

DELIVER TO:-
DEPARTMENT
OR DIVISION

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

B3-33744

DATE August 16, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED

APPROPRIATION
AND FUND
NUMBER

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977				
<u>BLANKET PURCHASE ORDER - ITEM #1</u>				
No. 2 Fuel Oil				
.376/gal. Tank Truck				
Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further price increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.				
Bid Ref. No. 728				
SUBJECT TO COUNCILMANIC APPROVAL				
The using departments will order against this blanket order, as needed, on their departmental purchase orders.				
XXXX XXXXXXXXXXXX				
EMM				

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID "FOLLOW UP"
CORRESPONDENCE.

NOTE



READ

INSTRUCTIONS ON
THE BACK OF THIS

ORDER

THE CONTRACTOR OR
VENOR, BY ACCEPT-
ING THIS ORDER, A-
GRIES TO THE GEN-
ERAL CONDITIONS AND
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
36508

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.

APPROVED
Board of Public Works

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

City Controller WG SCHNIZER

Director of Purchases AG TORD

Per

Per

Memorandum

To J.F. Morreale, Supt. City Utilities Date August 27, 1976
 From Purchasing Department
 Subject Bid #728 - Fuel Oils

COPIES TO:

JFM
8/27/76

Following are the successful bidders for the commodities listed. Please process the City Utilities purchase orders for Council approval.

<u>Summit City Standard</u>	<u>Escalator Price</u>	<u>Blanket</u>
<u>No. 2 Fuel Oil</u>	<u>Per Gallon</u>	<u>P.O. No.</u>
No. 2D Diesel Fuel Oil	.376 Tank Truck	8170
	.3825 Tank Truck	8171
<u>Smith Petroleum, Inc.</u>		
No. 2 Fuel Oil	.3275 Transport	8172
No. 2D Diesel Fuel Oil	.3325 Transport	8174
<u>Industrial Fuel Oils, Inc.</u>		
No. 5 Fuel Oil	.3245	8173

No Bids were received for kerosene.

Quantity and price breakdown is as follows:

<u>Description</u>	<u>Approx. Gallons</u>	<u>Estimated Total</u>	<u>Total</u>
No. 2 Fuel Oil	37,500 Tank Truck	\$14,100.00	
	12,500 Transport	4,093.75	
No. 2D Diesel	126,375 Tank Truck	48,338.43	
	42,125 Transport	14,006.56	
No. 5 Fuel Oil	115,000 Gallons	37,317.50	
			\$117,856.24

Attached are the following bid documents:

1. Tab sheet reflecting competitive price offerings.
2. Copies of successful bids.
3. Copies of purchase orders.
4. Bid mailing list.

As always, please do not release any of the purchase order numbers until Council approval has been received.

Ernestine Morrison
 Ernestine Morrison

Approved: *A.C. Lord*
 A.C. Lord

CITY OF FORT WAYNE

CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

Summit City Standard
1001 Leesburg Road
Fort Wayne, IN 46808

ORIGINAL
PURCHASE ORDER NO. **B8170**

This number must appear on each pack-
age, packing slip, invoice, bill of lading,
express receipt and correspondence.

DATE August 16, 1976

SHIP TO —

Water Pollution Control Plant
2601 Dwenger Avenue
Fort Wayne, IN

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		<u>BLANKET PURCHASE ORDER</u> <u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u>			
		<u>Item #1:</u>			
XXXXXX XXXXXX XXXX		No. 2 Fuel Oil		.376/Gal. Tank Truck	
		Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further price increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.			
		Fid Ref. No. 728			
		<i>Henry P. Walenbury</i> SUBMITTED TO COMMISSIONER'S APPROVAL The using departments will order against this blanket order, as needed, on the Departmental purchase orders.			
		<i>May G. Probst</i>			
		APPROVED Board of Public Works			
		ATTENTION! Send all invoices to General Account 4th Floor, City-County Bldg. 1 E. Main St. Fort Wayne, Indiana 46802 Show P. O. Number on Packing Slip and Invoice.			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

SUBJECT TO CONDITIONS ON REVERSE SIDE

CITY UTILITIES PURCHASING AGENT

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

Summit City Standard
1001 Leesburg Road
Fort Wayne, IN 46803

ORIGINAL
PURCHASE ORDER NO. **8171**

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE August 16, 1976

SHIP TO —

Water Pollution Control Plant
Water Maintenance & Service

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		<u>BLANKET PURCHASE ORDER</u>			
		<u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u>			
		<u>Item #5:</u>			
		No. 2D Diesel Fuel Oil		.3825/Gal. Tank Truck	
		Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further price increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.			
		Bid Ref. No. 728			
		<i>U.P. 10/1/76</i> SUBJECT TO COUNCILMAN'S APPROVAL <i>W. D. Weber</i> The using departments will order against this blanket order, as needed, on their departmental purchase orders.			
		APPROVED <i>W. D. Weber</i> <i>W. D. Weber</i>			
		ATTENTION! Send all Invoices to General Accounting 4th Floor, City-County Bldg. 1 E. Main St. Fort Wayne, Indiana 46802 Show P.O. Number on Invoice			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. 2% CASH DISCOUNT WILL BE TAKEN

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

3098

Smith Petroleum, Inc.
3414 N. Clinton Street
Fort Wayne, IN

63-261-23 8/30/76
ORIGINAL
PURCHASE ORDER NO. 81721

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.
DATE August 16, 1976

SHIP TO —

Water Pollution Control Plant
2601 Dwenger Avenue
Fort Wayne, IN

MAIL ALL INVOICES TO —
CITY UTILITIES
GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802
INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		<u>BLANKET PURCHASE ORDER</u> <u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u>			
		<u>Item #1:</u>			
		No. 2 Fuel Oil		.3275/Gal.	
				Transport	
		Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.			
		Bid Ref. No. 728			
		SUBJECT TO COUNCILMANIC APPROVAL			
		Thermin Development Corp order against this blanket order, as needed, on their departmental purchase orders.			
		ATTENTION!			
		Send all Invoices to General Accounting 4th Floor, City-County Bldg. 1 E. Main St. Fort Wayne, Indiana 46802 Show P. O. Number on Packing Slip and Invoice.			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

87M
8/27/76 BY

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

Smith Petroleum, Inc.
3414 N. Clinton Street
Fort Wayne, IN

63-261-23 8/20/76
ORIGINAL
PURCHASE ORDER NO. B81741

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE August 16, 1976

SHIP TO —

Water Maintenance & Service
Water Pollution Control Plant

MAIL ALL INVOICES TO —
CITY UTILITIES
GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802
INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACC'T. OR W.O. NO.	UNIT PRICE	TOTAL
		<p><u>PLANKET PURCHASE ORDER</u> <u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u></p> <p>Item #5: No. 2D Diesel Fuel Oil</p> <p>Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further price increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.</p> <p>Bid Ref. No. 728</p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p>The using departments will order against this blanket as needed, on their departmental purchase orders.</p>		.3325/Gal Transport	

ATTENTION!

Send all Invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. O. Number on Packing Slip
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

Industrial Fuel Oils, Inc.
909 Wells Street
Fort Wayne, IN

ORIGINAL
PURCHASE ORDER NO. **B8173**

This number must appear on each pack-
age, packing slip, invoice, bill of lading,
express receipt and correspondence.

DATE August 16, 1976

SHIP TO —

Filtration Plant
Griswold Drive
Fort Wayne, IN

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		<u>BLANKET PURCHASE ORDER</u>			
		<u>FROM SEPTEMBER 1, 1976 THRU AUGUST 31, 1977</u>			
		Item #21 No. 5 Fuel Oil		.3245/Gal.	
		Furnish source, price documentation as of 8/3/76 in acknowledgement of this order. Any further price increase (decrease) is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.			
		Bid Ref. No. 728			
		SUBJECT TO COUNCILMANIC APPROVAL			
		The using departments will order against this blanket order, as needed, on their departmental purchase orders.			
		ATTENTION! Send all Invoices to General Accounting 4th Floor, City-County Bldg. 1 E. Main St. Fort Wayne, Indiana 46802 Show P. O. Number on Packing Slip and Invoice.			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address
REQUIRED FOR DELIVERY TO:Department
or Division As Required by Various Departments

Address

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Tuesday - August 3, 1976 - 3:00 P.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
Approximate Gallons		From September 1, 1976 thru August 31, 1977		
		Item #1		
76,600		Annual Requirements of #2 Fuel Oil for 1976-77 Heating Season		
		Item #2		
115,000		200 Viscosity No. 5 Fuel Oil		
		Item #3		
1,700		#1 Fuel Oil		
		Item #4		
400		Kerosene		
		Item #5		
188,000		#2D Diesel Fuel Oil		
		Item #6		
18,228		Special Diesel Mix		
NOTE: The Above Quantities are estimates only.				
Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.				
Specify which: On File: <input checked="" type="checkbox"/> Attached: <input type="checkbox"/>				

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☒ NO ☐ YES ☐
 Terms NET % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.
 See instruction item No. 16 on reverse side hereof.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 1 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

SUMMIT CITY STANDARD, INC.
 Name of Company
 W.A. Lawrence, PRESIDENT
 W.A. LAWRENCE
 Address 17 WINDSOR TOWN 46808
 City FT. WAYNE, IND 46808

Page 1 of 13Ref. No. 728Date July 15, 1976

Date wanted

Fund
Appropriation No.

Item #1 - Specifications - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

#2 FUEL OIL SPECIFICATIONS

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °F.	100
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 76,600 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTION

No. 2 Fuel Oil - Tank Truck Delivery	Firm Price per Gallon \$ <u>N/A</u>
No. 2 Fuel Oil - Tank Truck Delivery	Escalator Clause Price per Gallon \$ <u>.376</u>
No. 2 Fuel Oil - Transport Delivery	Firm Price per Gallon \$ <u>N/A</u>
No. 2 Fuel Oil - Transport Delivery	Escalator Clause Price per Gallon \$ <u>.3385</u>

Item #2 - Specifications

No. 5 Fuel Oil

Approximately 115,000 Gallons of 200 Viscosity No. 5 Fuel Oil, delivered in Transport Tanker (Approximately 6500 Gallons) as required during the period of September 1, 1976 through August 31, 1977. Transport refinery sealed acceptable.

Firm Price per Gallon \$ N/A

Escalator Clause Price per Gallon \$ N/A

To be Delivered to the Three Rivers Filtration Plant, Griswold Drive, as required during period of September, 1976 thru August 31, 1977.

Item #3 - Specifications

No. 1 Fuel Oil

Approximately 1,700 Gallons of #1 Fuel Oil for the year 1976-1977.

Firm Price per Gallon	\$ <u>N/A</u>
Escalator Clause Price per Gallon	\$ <u>.3888</u>

To be delivered to various Departments, as required September 1, 1976, thru August 31, 1977.

Item #4 - Specifications

Kerosene

Approximately 400 Gallons of Kerosene for the year 1976-1977.

Firm Price per Gallon	\$ <u>N/A</u>
Escalator Clause Price per Gallon	\$ <u>N/A</u>

To be Delivered to various Departments, as required September 1, 1976 thru August 31, 1977.

Item #5 - Specifications

No. 2D Diesel Fuel

Approximately 188,000 Gallons of No. 2D American Premier Diesel Fuel or equal for the year of 1976-1977 as per specifications.

RECOMMENDED FUEL OIL SPECIFICATIONS

Viscosity @ 100 of (ASTM-D88)	35 to 40 S.U. Seconds
Gravity °A.P.I. (ASTM-D287)	Minimum 30°
Conradson Carbon (ASTM-D189)	Maximum .5%
Ash (ASTM-D482)	Maximum .02%
B. S. & W. (ASTM-D96)	Maximum .1%
Sulphus (ASTM-D129)	Maximum 0.3%
Distillantinn (ASTM-D158)	
10% Recovery	475°F Maximum
90% Recovery	675°F Maximum
Ignition Quality (ASTM-D613)	50 to 75 Cetane Number or Equivalent other Ignition Index.

Fuel Oil to be from non-cracking process and contain an oxidation inhibitor.

No. 2D Diesel Fuel - Tank Truck Delivery	Firm Price Per Gallon	\$ <u>N/A</u>
No. 2D Diesel Fuel - Tank Truck Delivery	Escalator Clause Price Per Gallon	\$ <u>.3825</u>
No. 2D Diesel Fuel - Transport Delivery	Firm Price Per Gallon	\$ <u>N/A</u>
No. 2D Diesel Fuel - Transport Delivery	Escalator Clause Price Per Gallon	\$ <u>.345</u>

To be Delivered to Water Pollution Control Plant, 2626 Dwenger Avenue and Various Departments, as required for 1976-1977.

Item #6 - SpecificationsSpecial Diesel Mix

Approximately 18,228 Gallons of Special Diesel Mix, as per the following detailed specifications.

RECOMMENDED SPECIAL DIESEL MIX SPECIFICATIONS:

70% of #2 Diesel Fuel

30% of #1 Fuel Oil

Special Diesel Mix - Tank Delivery

Firm Price Per Gallon \$ N/A

Special Diesel Mix - Tank Delivery

Escalator Clause Price Per Gallon \$.38

To be used by the Fire Department, as required September 1, 1976 through August 31, 1977. (Delivery to Various Fire Stations).

WE RECOMMEND USING AMERICAN PREMIER DIESEL FUEL IN LIEU OF
A MIX OF #2 AND #1 FUEL OILS.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

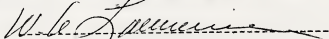
ALLEN

COUNTY

} SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

W.A. LAWRENCE

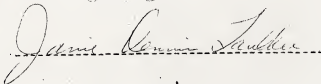
Bidder or Agent

For SUMMIT CITY STANDARD, INC.

Firm or Corporation

Subscribed and sworn to before me this 30th day of July, 1976

My Commission Expires

12-15-76

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE THOUSAND TWENTY SEVEN (\$5,027.00) Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):
Certified ☐
Cashiers ☐ Check No. _____ in the sum of FIVE THOUSAND TWENTYSEVEN (\$5,027.00) Dollars
on INDIANA BANK Bank
of FORT WAYNE, IND.

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN
THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

SUMMIT CITY STANDARD, INC.

Name of Bidder—Print or Type

By W. A. Lawrence
Signature of Person Authorized to Sign
W. A. LAWRENCE, PRESIDENT

Title _____

1001 LEESBURG ROAD

Street Name and Number

FORT WAYNE, IND. 46808

City, State and Zip Code

Date JULY 30, 1976

See Cover Letter

Name of Company — Print or Type

Witnessed by:

SURETY

Incorporated
In the State of: _____

Address _____

By _____
Sign on this Line

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address
REQUIRED FOR DELIVERY TO:Department
or Division As Required by Various Departments

Address

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILEClosing
Time of Bids Tuesday - August 3, 1976 - 3:00 P.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 3468. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
Approximate Gallons		From September 1, 1976 thru August 31, 1977		
76,600		Item #1 ✓ Annual Requirements of #2 Fuel Oil for 1976-77 Heating Season		
115,000		Item #2 200 Viscosity No. 5 Fuel Oil		
1,700		Item #3 ✓ #1 Fuel Oil		
400		Item #4 Kerosene		
188,000		Item #5 ✓ #2D Diesel Fuel Oil		
18,228		Item #6 ✓ Special Diesel Mix		
NOTE: The Above Quantities are estimates only.				
Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.				
Specify which: On File: _____ Attached: <input checked="" type="checkbox"/>				

Bid Bond required ☐ - ☒ 5% Performance Bond ☒ ☐
 Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.
 See instruction item No. 18 on reverse side hereof.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Smith Petroleum Inc.

Name of Company

For Proprietor John H. Clinton Title PresidentAddress 3111 N. ClintonCity Fort Wayne, IndianaDate 8/2/76Page 1 of 13Ref. No. 728Date July 15, 1976

Date wanted _____

Fund
Appropriation No. _____

Item #1 - Specifications - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

#2 FUEL OIL SPECIFICATIONS

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °F.	100
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 76,600 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTION

No. 2 Fuel Oil - Tank Truck Delivery

Firm Price per Gallon \$ None

No. 2 Fuel Oil - Tank Truck Delivery

Escalator Clause Price per Gallon \$ 0.3975/gal

No. 2 Fuel Oil - Transport Delivery

Firm Price per Gallon \$ None

No. 2 Fuel Oil - Transport Delivery

Escalator Clause Price per Gallon \$ 0.3275/gal

Item #3 - Specifications

No. 1 Fuel Oil

Approximately 1,700 Gallons of #1 Fuel Oil for the year 1976-1977.

Firm Price per Gallon \$ None

Escalator Clause Price per Gallon \$ 1.075/gal.

To be delivered to various Departments, as required September 1, 1976, thru August 31, 1977.

Item #4 - Specifications

Kerosene

Approximately 400 Gallons of Kerosene for the year 1976-1977.

Firm Price per Gallon \$

Escalator Clause Price per Gallon \$

To be Delivered to various Departments, as required September 1, 1976 thru August 31, 1977.

Item #5 - SpecificationsNo. 2D Diesel Fuel

Approximately 188,000 Gallons of No. 2D American Premier Diesel Fuel or equal for the year of 1976-1977 as per specifications.

RECOMMENDED FUAL OIL SPECIFICATIONS

Viscosity @ 100 of (ASTM-D88)	35 to 40 S.U. Seconds
Gravity °A.P.I. (ASTM-D287)	Minimum 30°
Conradson Carbon (ASTM-D189)	Maximum .5%
Ash (ASTM-D482)	Maximum .02%
B. S. & W. (ASTM-D96)	Maximum .1%
Sulphus (ASTM-D129)	Maximum 0.3%
Distillatinn (ASTM-D158)	
10% Recovery	475°F Maximum
90% Recovery	675°F Maximum
Ignition Quality (ASTM-D613)	50 to 75 Cetane Number or Equivalent other Ignition Index.

Fuel Oil to be from non-cracking process and contain an oxidation inhibitor.

No. 2D Diesel Fuel - Tank Truck Delivery	Firm Price Per Gallon	\$ <u>None</u>
No. 2D Diesel Fuel - Tank Truck Delivery	Escalator Clause Price Per Gallon	\$ <u>.1150/gal.</u>
	State Excise Tax	<u>.08</u>
		<u>.11950/gal.</u>
No. 2D Diesel Fuel - Transport Delivery	Firm Price Per Gallon	\$ <u>None</u>
No. 2D Diesel Fuel - Transport Delivery	Escalator Clause Price Per Gallon	\$ <u>.3325/gal.</u>
	State Excise Tax	<u>.08</u>
		<u>.1125/gal.</u>

To be Delivered to Water Pollution Control Plant, 2626 Dwenger Avenue and Various Departments, as required for 1976-1977.

Item #6 - SpecificationsSpecial Diesel Mix

Approximately 18,228 Gallons of Special Diesel Mix, as per the following detailed specifications.

RECOMMENDED SPECIAL DIESEL MIX SPECIFICATIONS:

70% of #2 Diesel Fuel

30% of #1 Fuel Oil

Special Diesel Mix - Tank Delivery

Firm Price Per Gallon \$ None

Special Diesel Mix - Tank Delivery

Escalator Clause Price Per Gallon \$.4125/gal.

State Excise
Tax

.08
.4925/gal.

To be used by the Fire Department, as required September 1, 1976 through August 31, 1977. (Delivery to Various Fire Stations).

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
----- Allen ----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

----- Robert J. Thornhill -----

Robert J. Thornhill

Smith Petroleum, Inc.

For Smith Petroleum Inc.

Firm or Corporation

Subscribed and sworn to before me this 2nd day of August, 1976

My Commission Expires

7/27/79

Madge D. Gaff

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 5% of the amount of the attached bid

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐ Cashiers ☐ Check No. in the sum of Dollars on Bank

of is submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Check is used as Bid Surety—Attach here.

ATTENTION BIDDERS
Use this form ONLY
Some people use it wrong
Call if you

ES (BID SURETY AND PROPOSAL):

Nadgie D. Staff

BIDDER AND PRINCIPAL

ITIES INTERESTED IN PROPOSAL
atures under General Conditions, etc.)
all Parties if Partnership

Smith Petroleum Incorporated

Name of Bidder—Print or Type

By x *Robert J. Thumeyer*
Signature of Person Authorized to Sign

Title x *President*

3414 N. Clinton

Street Name and Number

Fort Wayne, Indiana 46805

City, State and Zip Code

Date August 3, 1976



See Cover Letter

Federal Insurance Company

Name of Company — Print or Type

Incorporated New Jersey
In the State of:

Address 90 John Street
New York, New York

Fred L. Thumeyer
By this I, Fred L. Thumeyer, Attorney-In-Fact

Witnessed by:

Ted J. Simms

SURETY

Item #2 - Specifications

No. 5 Fuel Oil

Approximately 115,000 Gallons of 200 Viscosity No. 5 Fuel Oil, delivered in Transport Tanker (Approximately 6500 Gallons) as required during the period of September 1, 1976 through August 31, 1977. Transport refinery sealed acceptable.

Firm Price per Gallon \$ _____

Escalator Clause Price per Gallon \$0.3245 **

To be Delivered to the Three Rivers Filtration Plant, Griswold Drive,
as required during period of September, 1976 thru August 31, 1977.

**** This price is subject to any increase or decrease in the
freight rate or the refinery dock price.**

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Total Price Bid-----

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Industrial Fuel Oils, Inc.

Name of Bidder—Print or Type
By R. J. Wells
Signature of Person Authorized to Sign

Title Corporate Secretary

909 North Wells St.,

Street Name and Number

Fort Wayne, Indiana

City, State and Zip Code

Date August 3, 1976

See Cover Letter

Reliance Insurance Company

Name of Company — Print or Type

Incorporated Pennsylvania
In the State of:

Address Philadelphia, Pennsylvania

By Lance L. Ross
Attorney in Fact

AUGUST 3, 1976

YASTE, ZENT & RYE, INC.

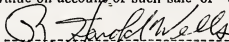
Witnessed by: Authorized Agents
William C. Zent SURETY
By _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



R. Harold Wells
Corporate Secretary

Bidder or Agent

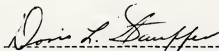
For Industrial Fuel Oils, Inc.

Firm or Corporation

Subscribed and sworn to before me this 30th day of July, 1976.

My Commission Expires

July 21, 1979



CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of _____

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address
REQUIRED FOR DELIVERY TO:Department
or Division As Required by Various Departments

Address _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Tuesday - August 3, 1976 - 3:00 P.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 4469. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
Approximate Gallons		From September 1, 1976 thru August 31, 1977		
		Item #1		
76,600		Annual Requirements of #2 Fuel Oil for 1976-77 Heating Season	\$0.386	\$29567.64
		Item #2		
115,000		200 Viscosity No. 5 Fuel Oil	per gallon	
			SUBJECT to Refinery in-	
			crease or decrease.	
		Item #3		
1,700		#1 Fuel Oil	per gallon	\$0.395 \$ 671.50
		Item #4		
400		Kerosene	SUBJECT to Refinery in-	
			crease or decrease.	
		Item #5		
188,000		#2D Diesel Fuel Oil		
		Item #6		
18,228		Special Diesel Mix		
NOTE: The Above Quantities are estimates only.				
Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.				
Specify which: On File: _____ Attached: <input checked="" type="checkbox"/>				

Bid Bond required ☐ YES ☒ NO 5% Performance Bond ☒ YES ☐ NO

See instruction item No. 15 on reverse side hereof.

Terms not % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

ROSE COAL AND FUEL CORP.

Name of Company Secretary

For _____ Title

Address 1702 S. Fairfield Avenue

Ft. Wayne, IN, 46804

City _____ Date 7-29-76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 40-2314-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the B4 Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, a.e. Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
 Board of Commissioners City of Fort Wayne, Ind.
 Signed _____ Date _____ 19____ as follows:
 Board-Commissioner Dept. of Purchasing, etc.

FUEL OIL TERM CONTRACT

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of Bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the various Departments of the City as needed and ordered beginning on September 1, 1976, and ending August 31, 1977.

Each release for delivery shall be evidenced by a Blanket Purchase Order issued on behalf of the using Department. A Departmental Purchase Order will be Issued, against the Blanket Order, and scheduled by the using Department as required.

Deliveries generally will be made by metered tank trucks, except that when transport deliveries of 5000 gallons or more are scheduled in not over two stops, this method may be used. Transport deliveries shall be metered.

GRADE:

The fuel oil shall be free from acid, grit, and fibrous or other foreign matter likely to clog or injure the burner or valves.

PRICING - INVOICING:

The Bidder's price shall include all delivery charges and be submitted in the Bidder's proposal section included herein.

AWARD:

The prices shall be quoted in the units requested; however, the City reserves the right to accept or reject any item in the bid, or award the contract to one or more suppliers.

Item #1 - Specifications - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

#2 FUEL OIL SPECIFICATIONS

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °F.	100
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 76,600 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTION

No. 2 Fuel Oil - Tank Truck Delivery	Firm Price per Gallon \$ _____
No. 2 Fuel Oil - Tank Truck Delivery	Escalator Clause Price per Gallon \$ <u>0.386</u>
No. 2 Fuel Oil - Transport Delivery	Firm Price per Gallon \$ _____
No. 2 Fuel Oil - Transport Delivery	Escalator Clause Price per Gallon \$ _____

Item #3 - Specifications

No. 1 Fuel Oil

Approximately 1,700 Gallons of #1 Fuel Oil for the year 1976-1977.

Firm Price per Gallon \$ _____

Escalator Clause Price per Gallon \$ 0.395

To be delivered to various Departments, as required September 1, 1976, thru August 31, 1977.

Item #4 - Specifications

Kerosene

Approximately 400 Gallons of Kerosene for the year 1976-1977.

Firm Price per Gallon \$ _____

Escalator Clause Price per Gallon \$ _____

To be Delivered to various Departments, as required September 1, 1976 thru August 31, 1977.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

ALLEN

COUNTY

SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

NORMAN T. ROLF, JR.

SECRETARY

Bidder or Agent

For ROLF COAL AND FUEL CORP.

Firm or Corporation

Subscribed and sworn to before me this 29th day of July, 1976

My Commission Expires

February 3, 1977

Loretta S. Wright
Notary Public

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Fifteen Hundred Twenty-five and no/100 \$1525.00) - - - - - Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):
Certified ☐ If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.
Cashiers ☐ Check No. in the sum of

..... Dollars
on Bank

of
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN
THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

ROLF COAL AND FUEL CORP.

Name of Bidder—Print or Type

By: Norman T. Rolf, Jr.

Signature of Person Authorized to Sign

Norman T. Rolf, Jr.

Title Secretary

1702 S. Fairfield Avenue

Street Name and Number

Fort Wayne, IN, 46804

City, State and Zip Code

Date July 29, 1976

See Cover Letter

WESTFIELD INSURANCE COMPANIES

Name of Company — Print or Type

(OHIO FARMERS INSURANCE COMPANY)

Incorporated

In the State of: OHIO

Address: Westfield Center, Ohio

By: Herbert P. Bruck
Herbert P. Bruck this Line

Witnessed by:

Morie Hunter

SURETY

Bid Reference No. 728

Date 8-3-76

Cards Mailed

Bids Picked Up

Bids Mailed

Vendors Name & Address

Fortmever's. Inc.
P. O. Box 2601
Fort Wayne, Indiana 46801

7-20-76

Superior Fuel Company
99 Wells Street
Fort Wayne, Indiana 46808

"

Gladieux Oil Sales, Inc.
4133 New Haven Avenue
Fort Wayne, Indiana 46803

"

Rolf Coal & Fuel Corporation
1702 South Fairfield
Fort Wayne, Indiana 46804

"

7-26-76

Texaco, Inc.
P. O. Box 657
2920 Connett Avenue
Fort Wayne, Indiana 46801

Thornhill Oil Company
437 West Jefferson
Fort Wayne, Indiana 46802

7-20-76

7-27-76

Sinclair Refinery
1512 Hayden Street
Fort Wayne, Indiana 46803

"

Gulf Oil Company
P. O. Box 427
ParkRidge, Illinois 60068

7-20-76

Lassus Fuel Oil Company
1815 East Wayne Street
Fort Wayne, Indiana 46803

7-20-76

7-22-76

Industrial Fuel Oils, Inc.
909 Wells Street
Fort Wayne, Indiana 46808

"

7-22-76

Indland Oil Inc.
3204 Lower Huntington Road
Fort Wayne, Indiana 46809

"

Bid Reference No. 128

Date 8-3-76

Cards Mailed

Bids Picked Up

Bids Mailed

Vendors Name & Address

Shell Oil Company
c/o B. R. Hallenshead
4017 Vineland
Fort Wayne, Indiana 46805

7-20-76

Summit City Standard
Standard Oil Company-American
1001 Leesburg Road
Fort Wayne, Indiana 46808

"

7-21-76

Carsten-McDougall-Wingett, Inc.
2910 Connett Avenue
Fort Wayne, Indiana 46804

"

Aero Oil Company
1825 West Main Street
Fort Wayne, Indiana 46808

"

Mobil Oil Company
3919 Mobile Avenue
Fort Wayne, Indiana 46805

"

Allen County Co-Operative
440 Mourey
New Haven, Indiana 46774

"

United Oil Corporation
3930 Northrop Avenue
Fort Wayne, Indiana 46805

"

Amoco Oil Company - Standard Oil Co.
P. O. Box 78
12694 Adama Road
Granger, Indiana 46530
Attention: Mr. Bud Miller

7-20-76

Union Oil Company
3910 Northrop
Fort Wayne, Indiana 46805

7-20-76

Marathon Oil Company
1415 Directors Row
Fort Wayne, Indiana 46805

"

Bill of Sale:

Bill Reference No. 728

Closing Date: August 30, 1976

A/A Dr. Sale

Summit City Standard

*ALL O.K.
VCHK 522 \$5027.00*

Gulf Oil Company

Amoco Oil Company

Item #1

#2 Fuel Oil

Firm Price

Firm Price

Firm Price

Firm Price

Escalator Price

Escalator Price

Escalator Price

Escalator Price

117 .376

TRUMP .3345

Firm Price

Firm Price

Firm Price

Firm Price

Item #2

#5 Fuel Oil

Escalator Price

Escalator Price

Escalator Price

Escalator Price

Firm Price

Firm Price

Firm Price

Firm Price

Item #3

#1 Fuel Oil

Escalator Price

Escalator Price

Escalator Price

Escalator Price

.3888

Firm Price

Firm Price

Firm Price

Firm Price

Item #4

Kerosene

Escalator Price

Escalator Price

Escalator Price

Escalator Price

Firm Price

Firm Price

Firm Price

Firm Price

Item #5

#20 Diesel Fuel Oil

Escalator Price

Escalator Price

Escalator Price

Escalator Price

117 .3825

TRUMP .345

Firm Price

Firm Price

Firm Price

Firm Price

Item #6

Special Diesel Mix

Escalator Price

Escalator Price

Escalator Price

Escalator Price

.38

Revision of Bid:
 Bid Reference No. 728
 Closing Date August 3, 1976

A/A Attached
 Rolf Coal & Fuel
all OK
Bill Bond

Smith Petroleum
 Thornhill Oil Co.
A/A Attached
all OK Bill Bond

Lassus Fuel Oil

A/A on file
 Industrial Fuel Oil
all OK
Bill Bond

	Firm Price	Firm Price	Firm Price	Firm Price
<u>Item #1</u> #2 Fuel Oil	Escalator Price <i>T/T .386</i>	Escalator Price <i>T/T .3975</i> <i>(TIP .3275)</i>	Escalator Price	Escalator Price
	Firm Price	Firm Price	Firm Price	Firm Price
<u>Item #2</u> #5 Fuel Oil	Escalator Price	Escalator Price	Escalator Price	Escalator Price <i>.3245</i>
	Firm Price	Firm Price	Firm Price	Firm Price
<u>Item #3</u> #1 Fuel Oil	Escalator Price <i>.395</i>	Escalator Price <i>.4075</i>	Escalator Price	Escalator Price
	Firm Price	Firm Price	Firm Price	Firm Price
<u>Item #4</u> Kerosene	Escalator Price	Escalator Price	Escalator Price	Escalator Price
	Firm Price	Firm Price	Firm Price	Firm Price
<u>Item #5</u> #2D Diesel Fuel Oil	Escalator Price	Escalator Price <i>T/T .4150</i> <i>(TIP .3325)</i>	Escalator Price	Escalator Price
	Firm Price	Firm Price	Firm Price	Firm Price
<u>Item #6</u> Special Diesel Mix	Escalator Price	Escalator Price <i>.4125</i>	Escalator Price	Escalator Price

TITLE OF ORDINANCE SPECIAL ORDINANCE - Blanket Purchase Orders for Fuel OilDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S 76-09-25

SYNOPSIS OF ORDINANCE Bids were received in the Purchasing Department for supplying Civil City and City Utility fuel oil requirements for period of September 1, 1976 thru August 31, 1977. Blanket Purchase Orders for low bids awarded as follows:

Civil City	Vendor	Type	Per Gallon Cost
P.O. 33744	Summit City Standard	No. 2 Fuel Oil	\$.376 Tank Truck
33745	"	No. 1 Fuel Oil	.3888
33746	"	No. 2D Diesel Fuel Oil	.3825 Tank Truck
33747	"	Special Diesel Mix	.38
33748	Smith Petroleum, Inc.	No. 2 Fuel Oil	.3275 Transport
33749	"	No. 2D Diesel Fuel Oil	.3325 Transport

City Utilities

8170	Summit City Standard	No. 2 Fuel Oil	.376 Tank Truck
8171	"	No. 2D Diesel Fuel Oil	.3825 Tank Truck
8172	Smith Petroleum, Inc.	No. 2 Fuel Oil	.3275 Transport
8174	"	No. 2D Diesel Fuel Oil	.3325 Transport
8173	Industrial Fuel Oils	No. 5 Fuel Oil	.3245

(SEE ATTACHED BID TABULATION AND MEMO DESIGNATING PROPOSED USAGE)

EFFECT OF PASSAGE Provides continuous supply of Fuel Oil at better cost than by purchasing piecemealEFFECT OF NON-PASSAGE Inability to provide fuel oil requirements in most efficient mannerMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Charges to Civil City and City Utility Departments per gallonage usedASSIGNED TO COMMITTEE City Utility Mfr